



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223

TED STRICKLAND, GOVERNOR • JOLENE M. MOLITORIS, DIRECTOR

September 10, 2010

Ms. Judith Willey
City of North Royalton
13500 Ridge Road North
North Royalton, OH 44133

Dear Ms. Willey:

PROGRAM YEAR: 2010 PROJECT NO(s): PNP-0018-004-197

The vehicle prices for the Fiscal Year 2010 Specialized Transportation Program have been calculated. The contract and local share invoice(s) (# PTC1535 - \$8,928.60) for a light transit wide body vehicle are enclosed.

Please sign and return the enclosed contract and local share payment(s) to the following address within 30 days:

Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 West Broad Street
Columbus, OH 43223

Checks must be made payable to: TREASURER, STATE OF OHIO.

Upon receipt of the executed contract, ODOT will forward instructions on the steps necessary to purchase the vehicles using Federal Transit Administration funds.

If you have any questions or need additional information, please contact Pat Pikula, Specialized Transportation Program Coordinator, at pat.pikula@dot.state.oh.us or at (614) 644-7237.

Sincerely,

A handwritten signature in black ink, appearing to read "Marianne E. Freed".

Marianne E. Freed
Administrator
Office of Transit

MEF:lag

Enclosures
C: NOACA



Ohio Department of Transportation

OHIO'S SECTION 5310 SPECIALIZED TRANSPORTATION PROGRAM (2010)

GRANT CONTRACT

BETWEEN

City of North Royalton

AND THE

**STATE OF OHIO
DEPARTMENT OF TRANSPORTATION**

Contract No. OH-16-X004 (2010/004/URV/197)

Project No(s): PNP-0018-004-197

CFDA: 20.513

STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
1980 W. BROAD ST., COLUMBUS, OH 43223
Section 5310 – OHIO'S SPECIALIZED TRANSPORTATION PROGRAM

SPECIALIZED CAPITAL PROJECT NO(s). PNP-0018-004-197

In consideration of the mutual covenants, promises, representations and warranties set forth herein, the State of Ohio, Department of Transportation and the City of North Royalton agree as follows:

ARTICLE 1

DEFINITIONS

Act: the Federal Transit Act of 1964, as amended.

ADA: Americans with Disabilities Act, civil rights legislation which guarantees access to public services and facilities, including transportation, to ADA-eligible persons.

Administrator: the Administrator of the Office of Transit.

Application: a request by an Eligible Applicant for funding under **the Section 5310 - Ohio's Specialized Transportation Program** containing all necessary information and meeting all requirements set forth in the **Program**, and submitted to ODOT.

CFDA: 20.513 Catalog of Federal Domestic Assistance

C.F.R.: the Code of Federal Regulations.

Capitalized Maintenance: Includes all expenses associated with the preventive maintenance of transit service related vehicles.

Contract: this contract, which is identified as CONTRACT NO: OH-16-X004 for Specialized Transportation Program Capital Project No(s). PNP-0018-004-197 and incorporates all certifications and assurances associated with the filing of the application.

Criteria: The Specialized Transportation Program Criteria, Application Instructions and Application for FY 2010.

DBE: a Disadvantaged Business Enterprise whose small business is at least 51 percent owned by one or more socially and economically disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Director: the Director of ODOT.

DUNS Number: a nine-digit sequence recognized as the universal standard for identifying and keeping track of businesses worldwide. The federal government uses the number to track how federal money is distributed.

Eligible Applicant: an Ohio Private Nonprofit Corporation registered with Ohio's Secretary of State as defined in Chapter 1702 of the Ohio Revised Code; a current participant in Ohio's Coordination Program; or a public body which certifies that there are no private nonprofit corporations in the area able to provide the service.

Eligible Assistance: Capital projects only.

Eligible Capital Expense: the costs involved in acquisition of equipment needed for a safe, efficient transportation services.

Federal Share: an amount provided by FTA for each item approved in this grant, eighty (80%) of the approved purchase price up to federal amount approved in the grant for the item.

Federal Transit Laws: The Mass Transportation Codified Laws as promulgated under 49 U.S.C. Chapter 53, Sections 5301-5338.

Final Audit: the financial and program statement of all funding sources used in the completion of the Project conducted in accordance with A-133-as applicable.

FTA: Federal Transit Administration of US DOT

Fiscal Year: unless otherwise specified, the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grant Funds: Program funds awarded to the Grantee.

Grantee: the City of North Royalton.

Invoice: a request made by the Grantee for reimbursement.

Milestone Date: Goal date(s) which are set by the Grantee and monitored by FTA and ODOT for acquisition and project completion deadlines to measure progress of project. The date for award is when the purchase order is issued for a capital item. Other dates are based on the type of milestone that is tracked.

ODOT: the Ohio Department of Transportation, 1980 West Broad St., 2nd Floor, Columbus, OH 43223.

Office: the Ohio Department of Transportation, Office of Transit.

OMB: the Office of Management and Budget of the United States.

Private Nonprofit Provider: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code.

Program: Section 5310 - Ohio's Specialized Transportation Program (2010), Transit Capital Assistance.

Projects: the project funded by this Contract identified as Specialized Capital Project No. PNP-0018-004-197.

Public Transportation System: a publicly owned or operated transportation system using buses, rail vehicles, or other surface conveyances to provide transportation service to the general public on a regular and continuing basis.

Section 5310: Reference to 49 U.S.C. Section 5310 Financial Assistance for Elderly and Individuals with Disabilities (Referred to as the Specialized Transportation Program in Ohio).

Standard Assurances: the assurances enumerated in FTA Circular 9070.1F, dated May 1, 2007.

State: the State of Ohio.

Total Project Cost: the total cost of all projects in the contract.

US DOT: the United States Department of Transportation or any of its administrations.

US DOT Grant: a grant issued by US DOT under Section 5303, 5307, 5309, 5310 or 5311 of the Federal Transit laws or any other grant for transit assistance approved pursuant to Title 23 of the U.S. Code.

ARTICLE II

SECTION 1: PURPOSE OF CONTRACT

- 1.1 The purpose of this Contract is to provide capital financial assistance from US DOT to the Grantee in accordance with the US. FTA Section 5310 - Ohio's Specialized Transportation Program (2010).
- 1.2 The Grant Funds obtained through this Contract shall be applied toward the payment of the Total Project Cost for Capital projects in accordance with Section 2 of this Contract.
- 1.3 The Grantee and each of its contractors agree to identify projects supported by FTA by attaching the appropriate emblems as the Federal Government may require.

SECTION 2: SCOPE OF PROJECTS:

- 2.1 Capital: The Grantee shall apply all Grant Funds to the Total Project Cost incurred.
- 2.2 The Project description and costs are as follows:

DESCRIPTION		TOTAL PROJECT COST	FEDERAL SHARE	LOCAL SHARE
light transit wide body vehicle	LTV-12-2	\$44,643.00	\$35,714.40	\$8,928.60

SECTION 3: GRANT FUNDS

- 3.1 Capital: ODOT agrees that the Grant Funds paid in accordance with this Contract shall consist of a Federal amount not to exceed Thirty-Five Thousand Seven Hundred Fourteen Dollars and Forty Cents (\$35,714.40). Vehicles may be purchased by ODOT, in which case ODOT will bill the Grantee for the local share.
- 3.2 The actual amount of Grant Funds the Grantee will receive shall be determined based on capital Invoices submitted to ODOT (for items not purchased by ODOT), by Grantees of 49 U.S.C. Section 5310 of the Federal Transit Laws and of the Program but will be no greater than the Total Project Cost.
- 3.3 The Projects listed in Section 2 of this Contract must be purchased (or have a purchase order issued) or contract awarded to a manufacturer or vendor within one year after the execution date of this contract. Capital items not purchased or awarded by that date become ineligible for Grant Funds through this Contract.
- 3.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amounts stated in paragraphs 3.1 and shall be required to pay only such amount as it may determine available.
- 3.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.
- 3.6 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

SECTION 4: METHOD OF PAYMENT

- 4.1 Capital: If not purchased for the recipient by ODOT, the Grantee shall submit to ODOT, the Office of Transit, a capital Invoice for items described in Section 2 of this Contract as they are purchased or provided. Grantee can submit only one Invoice per month following the purchase of the item(s). Vehicle invoices may be submitted up to 30 days prior to the anticipated vehicle delivery date. Upon receipt of an Invoice, ODOT will initiate the payment of the Grant Funds specified in Section 3 of this Contract, corresponding to the Eligible Capital Expense incurred by the Grantee identified on the Invoice.
- 4.2 Reimbursement to the Grantee shall not constitute a final determination by ODOT of the eligibility of any expense incurred by the Grantee and shall not constitute a waiver of any breach of this Contract by the Grantee or any Project Contractor. ODOT will make a final determination of the eligibility of any cost charged to the Projects after completion of the Final Audit and/or project closeout.

SECTION 5: COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

- 5.1 The Grantee and all project contractors shall fully comply with all federal, state, and local laws, rules, ordinances, executive orders, and other legal requirements, including updates to the FTA Master Agreement, located at <http://www.fta.dot.gov/documents/15-Master.pdf> as revised, is incorporated herein by reference. Incorporating all FTA terms to 5.8
- 5.2 The Grantee shall comply with all existing and future federal, state, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Grantee shall furnish to ODOT, Office of Transit, certificates of compliance with all such laws, orders and regulations.
- 5.3 In accordance with Executive Order 2007-01S: *Establishing New Ethics Requirements*, vendor or Grantee, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Vendor or Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.
- 5.4 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the Projects in accordance with the provisions of this Contract.

- 5.5 ODOT hereby reserves the right to terminate the Projects and cancel this Contract if ODOT and US DOT agree that the continuation of the Projects would not justify further expenditure of Grant Funds or there is pending litigation which, in the opinion of ODOT and US DOT, may jeopardize the Grant Funds, the Contract between ODOT and US DOT, or the Projects.
- 5.6 If the Grantee, its contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate this contract, pursue debarment of the Contractor or Subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

5.7 Program Fraud and False or Fraudulent Statement and Related Acts.

(1) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Grantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the Federal Government deems appropriate.

(2) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Grantee agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

- 5.8 Grantee shall at all times comply with all applicable FTA terms, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they are currently and as they may be amended or promulgated from time to time during the term of this contract.

SECTION 6: REQUIRED INFORMATION AND DOCUMENTATION

- 6.1 The Grantee shall submit copies of all documents relating to this Contract, including all bids and financial reports, to the Administrator or his or her agents upon request or in accordance with the requirements of the appropriate program or other ODOT guidance.
- 6.2 The Grantee shall:
- (a) Maintain and update a complete inventory of vehicles and equipment supplied through ODOT programs including the Ohio Specialized Transportation Program;
 - (b) Submit Progress Reports for DBE and DBE Goals, as required by ODOT and US DOT, if applicable;
 - (c) Provide reports of any significant trends or developments during the period covered by the grant which have occurred as a result of the Project
 - (d) Provide copies of purchase orders issued for all capital items;
 - (e) Upon delivery of vehicles provide a Vehicle Delivery Checklist; and
 - (f) Provide Grantee and Contractor DUNS.
- 6.3 The Grantee shall establish and maintain accounts for the Projects in conformance with Chapter 5 requirements of the Manual, and OMB Circular A-87 as amended, or OMB Circular A-122, whichever is applicable. Each capital Invoice shall be documented by, but not limited to, accurate and properly executed payrolls, time records, orders, contracts, and vouchers, evidencing in detail the nature and propriety of the costs incurred for the Projects. The Grantee shall maintain all such supporting documentation for each Invoice readily accessible and clearly identified for a period of three years following receipt of payment of the final Invoice or final audit for the Projects.
- 6.4 The Grantee shall submit all other information to the Administrator as requested by ODOT or its agents.

SECTION 7: PROJECT ADMINISTRATION

- 7.1 The Grantee shall return any overpayment of Grant Funds, made to the Grantee or to a Project Contractor, to ODOT, Office of Transit, not later than forty-five days after the Final Audit which reveals such overpayment.
- 7.2 If there are any management advisories on non-reportable findings issued as a result of the audit, a copy of the advisory and the response or corrective action plan must be submitted with the audit.
- 7.3 If, for any reason, ODOT is requested to refund a portion of the Federal Grant Funds to US DOT, the Grantee shall promptly refund the amount of Federal share, payable to US

DOT, to ODOT, Office of Transit. Any such refund made to ODOT shall be initiated by the Grantee upon receipt by the Grantee of said request by ODOT.

- 7.4 The Grantee shall permit ODOT or any of its agents to inquire into any agreements between the Grantee and any third party pertaining to the Projects. The Grantee shall also permit ODOT or any of its agents to inspect all vehicles, facilities, and equipment purchased for the Projects.
- 7.5 Any differences existing in the quantities of Project Equipment as determined by the physical inspection and the quantities of Project Equipment reflected on the records maintained by ODOT shall be investigated to determine the cause of the difference. The Grantee shall, at the time of the physical inspection, verify the current utilization of and current need for the Project Equipment.
- 7.6 The Grantee agrees that US DOT, ODOT, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, offices, materials, payrolls, and other data and records with regard to the Projects, and to audit the books, records, and accounts with regard to the Projects. The Grantee shall maintain all required records for at least three years after ODOT makes final payments and all other pending matters are closed.

SECTION 8: SALE, DISPOSITION OR ENCUMBRANCE OF PROJECT EQUIPMENT

- 8.1 Sale or disposition of Project Equipment shall be undertaken by the Grantee only after receiving ODOT's written approval. If applicable, upon disposition the Grantee shall refund to ODOT the Federal share of the Fair Market Value of the Project Equipment that does not meet minimum disposition criteria.
- 8.2 The Grantee shall not execute any mortgage, lien, assignment, or other legal or equitable claim upon any Project Equipment unless such action is authorized in writing by the Administrator of the Office of Transit, Ohio Department of Transportation.

SECTION 9: REQUIRED INSURANCE COVERAGE

- 9.1 The Grantee shall purchase and maintain a comprehensive policy of insurance upon the Project. Said policy (for vehicles) shall be in effect throughout the Project life and include collision, theft, and liability insurance. Collision and theft insurance shall be maintained upon the Project in an amount no less than the Federal participation rate of the fair market value. Liability insurance shall protect US DOT, ODOT, and the Grantee from claims for damages to property and bodily injury including death, which may arise from or in connection with operation of the Project Equipment by the Grantee or by anyone directly or indirectly associated with the Grantee. Unless the Grantee receives the prior written permission of the Administrator to carry a lower amount of insurance coverage, the minimum amount of liability insurance the Grantee shall maintain is \$500,000 per occurrence and \$500,000 in the aggregate.

SECTION 10: NO ADDITIONAL WAIVER IMPLIED

- 10.1 In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement can be reached, the dispute will be referred for resolution to the Director; legal questions will be referred to the State Attorney General for resolution.

SECTION 11: SEVERABILITY

- 11.1 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12: INDEPENDENCE OF GRANTEE

- 12.1 In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US DOT.
- 12.2 The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State, or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning workers' compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 13: REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

- 13.1 The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county or county department, a municipality or municipal department, or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its obligations hereunder.
- 13.2 The Grantee hereby restates and confirms all statements, representations, covenants, and agreements contained in the Grantee's application for the Grant Funds awarded pursuant to this Contract.

SECTION 14: ASSIGNMENT OF AGREEMENT

- 14.1 The Grantee shall not assign, transfer, convey, or subcontract in whole or in part, sublet or otherwise dispose of this Contract without the express prior written consent of ODOT, and such written consent shall not release the Grantee from any obligations of this Contract.

SECTION 15: CONTRACTS OF THE GRANTEE

- 15.1 The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 16: CONTRACT DISPUTE RESOLUTION

- 16.1 In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.
- 16.2 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.
- 16.3 The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 17: TERMINATION: DEFAULT AND BREACH OF CONTRACT

- 17.1 This Agreement may be terminated at any time unilaterally by ODOT for any violation of this Agreement. If the Agreement is terminated, the Grantee shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Contract.
- 17.2 Neglect or failure of the Grantee to comply with any of the terms, provisions, or conditions of this Contract or any other Grant Contract entered into between ODOT and the Grantee, whether or not payment of Grant Funds has been fully or partially made, or failure of any representation made to ODOT in connection with any Grant Contract by the Grantee to be true, shall be an event of default, provided, that if by reason of *force majeure* the Grantee is unable in whole or in part to carry out its covenants contained herein, other than those contained in Section 14 hereof, the Grantee shall not be deemed in default during the continuance of such inability.
- 17.3 The term "*force majeure*" as used herein shall mean, without limitation: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State or any of their political subdivisions or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities, or any other cause not reasonably in the control of the Grantee. The Grantee shall, however, remedy with all reasonable dispatch each cause preventing the Grantee from carrying out its covenants contained herein.

- 17.4 Whenever an event of default has occurred, ODOT may (a) direct the Grantee to comply with such orders of disposition of the Project Equipment and/or facility as ODOT may issue, (b) direct the Grantee to return to ODOT the percentage of the Federal share of the remaining Fair Market Value, if any, which is realized from the Grantee's disposition of the Project Equipment and/or facility, (c) refuse to pay any Invoices, and/or (d) require reimbursement from the Grantee of all or any portion of the Grant Funds for any period of time that the Grantee has been in default.
- 17.5 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this contract or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as after as may be deemed expedient by ODOT.

SECTION 18: CAPTIONS

- 18.1 The section captions in this Contract are for the convenience of reference only and in no way define, limit, or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.

SECTION 19: OFFER: EFFECTIVE DATE

- 19.1 When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT, Office of Transit, by the Grantee within *thirty* days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT. The obligations of the parties hereunder shall then begin.

SECTION 20: DRUG-FREE WORK PLACE

- 20.1 Grantee agrees to comply with all applicable State and Federal law regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 21: EQUAL EMPLOYMENT OPPORTUNITY

- 21.1 In carrying out this agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Grantee will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.
- 21.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.
- 21.3 Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 23, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement.

SECTION 22: GOVERNING LAWS

- 22.1 This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 23: FINDINGS FOR RECOVERY

- 23.1 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General. No agency may award a contract for goods, services

or construction paid for in whole or in part with federal funds for any agency listed on the Excluding Parties List System (EPLS). This list is available at <http://epls.gov>.

23.2 Collection of DUNS

The Grantee shall require its Contractor to submit its unique nine-digit number issued by Dun & Bradstreet followed by the optional digit DUNS Plus number (reported for example as "999999999.9999")

SECTION 24: CLEAN WATER

24.1 Clean Water –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 25: CLEAN AIR

25.1 Clean Air –

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

SECTION 26: FLY AMERICA

26.1 Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SECTION 27: BUY AMERICA

- 27.1 The Grantee agrees to comply with 49 U.S.C. subsection 5323(j), FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and implementing guidance FTA may issue.

SECTION 28: ENERGY CONSERVATION

- 28.1 The Grantee and its Project Contractors agree to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, (42 U.S.C. 6321 et seq.).

SECTION 29: TITLE VI

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 29.1 Compliance with Regulations: The contractor will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 29.2 Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 29.3 Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 29.4 Information and Reports: The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or the Federal Transit Administration (hereinafter "FTA") to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to

furnish this information, the contractor will so certify to ODOT, or FTA as appropriate, and will set forth what efforts it has made to obtain the information.

29.5 Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FTA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

29.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs (1) through (5) of this section (Section 29, Title VI) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor will take such action with respect to any subcontractor procurement as ODOT or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request ODOT to enter into such litigation to protect the interests of ODOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 30: NONDISCRIMINATION

30.1 In carrying out this Agreement, the GRANTEE shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. The GRANTEE shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

30.2 The GRANTEE agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The GRANTEE shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 30.3 The GRANTEE shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 40 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT or FTA-approved equivalent. FTA's DBE process for goals and reporting shall be used in the performance of the PROJECT.

SECTION 31: PRIVACY ACT

- 31.1 The Agency agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. The agency understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Privacy Act may result in termination of the underlying contract. The agency also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal Assistance provided by FTA.

SECTION 32. SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES:

- 32.1 The Grantee shall avail itself of all legal and equitable remedies with respect to any third party contract which relates to the Project and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.
- 32.2 ODOT may require the Grantee to pay a proportionate share, based upon the ratio of the Federal Share to the Total Project Cost, of the proceeds of any third party recovery related to the Project.

SECTION 33: MODIFICATIONS

- 33.1 This grant and each of its provision shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 34. RELEASE AND INDEMNIFICATION:

- 34.1 The Grantee covenants and agrees to indemnify and hold ODOT, the State, and their agents harmless against any and all loss, claim, cause of action, damages, liability (including, with limitation, strict or absolute liability in tort or by statute imposed), charge cost or expense (including, without limitation, counsel fees to the extent permitted by law) caused by the Grantee's negligent, intentional, willful or wanton actions or inactions, including such actions or the failure to act of any subcontractors or other employees hired by the Grantee under this Contract. In no event shall the Grantee's indemnification obligation be limited by the scope or amount of any insurance policy held by the Grantee.

SECTION 35: NOTICE

35.1 Notice under this Agreement shall be directed as follows:

IF TO GRANTEE:
City of North Royalton
13500 Ridge Road North

North Royalton, OH 44133

IF TO ODOT:
Ohio Department of Transportation
Office of Transit, 2nd Floor
1980 W. Broad Street
Columbus, Ohio 43223

SECTION 37: OHIO ELECTIONS LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees. Contractor certifies that it is aware of Executive Order No. 2007-01S and that it will not, during the term of this contract, do anything inconsistent with the Ohio Elections laws or that executive order.

SECTION 36: SIGNATURES

36.1 Any person executing this grant in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this grant on such principal's behalf.

Project No(s): PNP-0018-004-197

DUNS #: _____

By: _____

Print Name: _____

Title: _____

Date: _____

GRANTEE: City of North Royalton

Project No(s). PNP-0018-004-197

CERTIFICATE OF GRANTEE'S ATTORNEY

I, Thomas A Kelly acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated _____ (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state, and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the Projects in accordance with the terms of this Contract.

By: Thomas A Kelly
Title: Law Director
Date: 9/14/10

STATE OF OHIO - DEPARTMENT OF TRANSPORTATION

By: Jolene M. Molitoris / JMS Date: 9/7/10
Jolene M. Molitoris, Director

**OHIO DEPARTMENT OF TRANSPORTATION
 SPECIALIZED TRANSPORTATION INVOICE**

IN ACCOUNT WITH:

City of North Royalton
 13500 Ridge Road North
 North Royalton OH 44133

**ADDRESS QUESTIONS
 CONCERNING THIS INVOICE TO:**

Ohio Department of Transportation
 Office of Transit - Pat Pikula
 Phone (614) 644-7237

Federal Tax ID 346002054

County	Invoice #	Invoice Date	Program	Contract No.	Project #	Due Date	Batch No.
Cuyahoga	1535	9/13/2010	3110	2010/004/URV/197	PNP-0018-004-197	10/13/2010	

DESCRIPTION	TOTAL
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FY 2010 Specialized Transportation Program

1 LTV-12-2

Total Project Costs: \$44,643.00
 Federal Share: \$35,714.40
 Local Share: \$8,928.60

Total Amount Due	\$8,928.60
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MAKE CHECKS PAYABLE TO:

TREASURER OF STATE
 c/o DEPARTMENT OF TRANSPORTATION

INVOICE NUMBER: 1535
 TOTAL DUE: \$8,928.60
 DATE DUE: 10/13/2010

REMIT TO:

OHIO DEPARTMENT OF TRANSPORTATION
 OFFICE OF TRANSIT
 1980 Broad Street, 2nd Floor
 COLUMBUS, OH 43223

*****PLEASE RETURN A COPY OF THIS INVOICE WITH PAYMENT *****